

IN THE CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA

AMANDA ALDERSON,

Plaintiff,

v.

Civil Action No.: 16-C- 107

ESSEL REALTY INC. d/b/a
RIVERSIDE FOOD MART and
DHARMENDRA PATADIYA, a/k/a
DHARMENDRAKUMAR PATADIYA

Defendants.

COMPLAINT

Comes now Plaintiff, Amanda Alderson, by counsel, Paul M. Stroebel, and for her Complaint herein, states as follows:

1. Amanda Alderson is a resident of Monroe County, West Virginia.
2. Defendant, Essel Realty, Inc., d/b/a Riverside Food Mart (hereinafter referred to as "Essel"), is a business operating and doing business in Greenbrier County, which is located in the State of West Virginia. Defendant Essel Realty, Inc. operates as a convenience store. Defendant Dharmendra Patadiya a/k/a Dharmendrakumar Patadiya, was the owner of Essel and is personally liable to plaintiff for unpaid wages to plaintiff pursuant to West Virginia law as well as through the personal promises and inducements he made.
3. During all relevant times herein, Plaintiff was employed as a clerk/manager by Defendants. Plaintiff was constructively discharged by defendants when they failed to pay plaintiff and other employees for work performed. Plaintiff was working 11 hour days, 6 days a week for a period in excess of 2 months when she was not paid. The owner repeatedly promised to pay plaintiff the wages due and owed. In June of 2014, plaintiff learned of certain improprieties and still had not been paid. This resulted in plaintiff's constructive discharge.
4. In addition to the above, Defendant's failure to pay and timely pay earned wages and

EXHIBIT

1

tabbies

overtime was and is a violation under the laws of the State of West Virginia.

COUNT I - WAGE PAYMENT AND COLLECTION ACT

5. Plaintiff reasserts and realleges each and every allegation set forth above as if fully set forth herein.

6. As set forth above, Defendants have failed to pay plaintiff her wages and overtime as required by law. Plaintiff worked in excess of two months without pay. Defendants also failed to pay the other employees in full.

7. Such conduct violates defendant's duties and the laws of this state and has resulted in loss of income as well as annoyance and inconvenience and attorney's fees. This conduct violates W.Va. Code §21-5-1 et seq.

COUNT II - BREACH OF CONTRACT

8. Plaintiff reasserts and realleges each and every allegation set forth above as if fully set forth herein.

9. Defendants entered into an oral agreement to pay plaintiff \$10.00 an hour. Plaintiff was also entitled to 1 ½ times her hourly wage for time worked in excess of 40 hours per week.

10. Defendants failure to pay plaintiff breached the oral contract/oral agreement.

COUNT III - BREACH OF PROMISE/FRAUDULENT INDUCEMENT

11. Plaintiff reasserts and realleges each and every allegation set forth above as if fully set forth herein.

12. Defendants repeatedly promised to pay plaintiff the wages she was owed. These promises and fraudulent inducements continued up until the time she stopped working.

13. Specifically, Defendant Patadiya made false promises on behalf of himself and Essel Realty that induced plaintiff to continue working without being timely and properly paid.

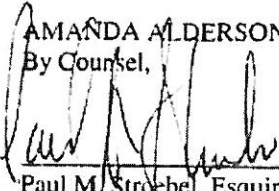
14. These statements were false and intended to string plaintiff along in an attempt to receive work without compensating plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- (a) that she be awarded all damages as allowed under West Virginia law, including punitive damages;
- (b) that she be awarded treble damages;
- (c) that she be awarded attorneys' fees and costs;
- (d) that she be granted a jury trial; and
- (e) that she receive such other relief as is just and proper.

AMANDA ALDERSON,
By Counsel,


Paul M. Stroebe, Esquire (WV Bar 5758)
Stroebe & Johnson, P.L.L.C.
P.O. Box 2582
Charleston, WV 25329

R. Brandon Johnson, Esquire (WV Bar 5581)
Stroebe & Johnson, P.L.L.C.
P.O. Box 1668
Lewisburg, WV 24901